



Purchase Voucher

Agency: 529
TEXAS HEALTH AND HUMAN SERVICES COMMISSION

Voucher Number : 01230670

USAS Doc Number :

TCode : AP-225-STD

Origin : ONL

PayeeID/Check/Mail : 1760802397/8/000

Payee Name / Address:

TEXAS PREGNANCY CARE NETWORK
1101 S CAPITAL OF TEXAS HWY
STE K250
WEST LAKE HILLS, TX 78730-5115

Freight Amount: \$0.00
Gross Amount (includes Frt.): \$762,500.00
Discount Amt Taken: \$0.00
Payment Amount: **\$762,500.00**

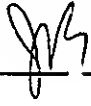
FOLD HERE

Line	PO ID	PCC	RTI	Invoice ID	Invoice Description	AMOUNT
1	0000094898	0		TPCN-13.11	TPCN-13.11 (Fulfill the terms of contract)	\$762,500.00
<u>ShipTo ID</u> <u>Non-HHSAS Cntrct ID</u>						
2010						
<u>Contract #</u>				<u>Wkfc</u>	<u>Org PmtDt</u>	<u>IC</u>
529-16-0004-00001				N		
<div>Invoice DT: 06/20/17 Req'd Pay DT:</div> <div>Inv Recv'd DT: 06/21/17 Pay Due DT: 07/31/17</div> <div>Service DT: 07/01/17 P O DT:</div>						
	<u>Account</u>	<u>Entry Event</u>	<u>Fund</u>	<u>Dept</u>	<u>Program</u>	<u>Class</u>
1.1	725300		0001	716	5016	03138
	Open Item Key:					2017
						TANF100F
						Conf: N
						Certified Amt: 0.00
						\$762,500.00

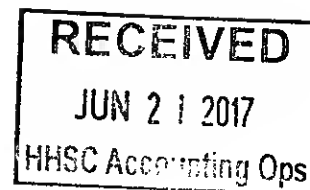
Descriptive Legal Text (DLT Comments):

DOS: 072017

I approved this voucher for payment. The above goods or services correspond in every particular with the contract under which they were purchased. The invoice for the goods or services is correct. The payment complies with the General Appropriations Act.

		JUL 26 2017		06/21/2017
Approved By	Approver Phone(Area+Number)	Date Approved	Date Entered into HHSAS	
			Gonzalez, Maria Gina (DNL UID)	
Approved By	Approver Phone(Area+Number)	Date Approved	Entered By	
Contact Name	Contact Phone(Area+Number)			

01230670



Texas Pregnancy Care Network (TPCN)

INVOICE

Billing Office:

Texas Pregnancy Care Network (TPCN)
1101 S. Capital of Texas Highway
Building K, Suite 250
Austin, TX 78746

Billing Address:

Leroy Torres
Office of Women's Health and Educational Services
Moreton Bldg. Room 342, Mail Code 1326
1100 W. 49th Street
Austin, TX 78756
Submitted via Email to: whsfinance@hhsc.state.tx.us

Remittance Address:

Texas Pregnancy Care Network
1101 S. Capital of Texas Highway
Building K, Suite 250
Austin, TX 78746

Taxpayer ID No. 76-0802397

Amounts due may be remitted
by Electronic Funds

To: Business Bank of Texas, N.A.

1910 W. Braker Ln
Building 3, Suite 100
Austin, TX 78758

Routing No. 114925615**Account:**

Texas Pregnancy Care Network
1005126

Invoice Number: TPCN-13.11

Invoice Date: June 20, 2017

Due Date: July 31, 2017

For Professional Services Rendered:**RE:**

Contract Number: 529-16-0004-00001A

TPCN is submitting this invoice according to the terms of Section VIII of the Contract between TPCN and HHSC executed on or about May 24, 2016 (attached).

Payment 13.II: Project Admin; Statewide Information, Outreach, Education & Referral Programs & Services and Client Services

Due Date: July 31, 2017

\$762,500.00

Amount Due

\$762,500.00

HW 6/21/17

UTC. Specifically, and without limitation, TPCN will perform in accordance with the specifications contained in Sections 1.16, and 2 of the RFP, this Section VII and TPCN's Proposal as modified and clarified.

VIII. BUDGET AND INVOICING

The total amount of this Contract will not exceed \$11,437,500 (\$2,287,500 in fiscal year 2016 and \$9,150,000 in fiscal year 2017). All expenditures on this Contract will be actual costs that derive from services provided and related expenses that are eligible for reimbursement under this Contract in accordance with federal and state laws; Code of Federal Regulations (C.F.R.) Title 2, Subtitle A, Chapter II-Part 200; TPCN's Budget, Budget Narrative/Budget Justification ("Budget Pages"), and Plan of Operations. TPCN will submit an invoice along with the Program Report to the Contract Representative identified in Section X, in a manner acceptable to HHSC, by the twentieth day after the last day of each month in which services were provided. Upon HHSC request, TPCN will provide any additional information to the degree of detail necessary to resolve any review, examination, inquiry or audit by HHSC or any other responsible authority.

If TPCN provides services under multiple contracts, it must maintain an accounting system that separates expenditures by contract to ensure appropriate expense allocation and contract billing (i.e. fund accounting). Payments of invoices by HHSC under this Contract will be made in accordance with Chapter 2251 of the Texas Government Code, using the following schedule:

Payment No.	Description	Due Date	Amount
12.10	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	June 30, 2016	\$762,500.00
12.11	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	July 31, 2016	\$762,500.00
12.12	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	August 31, 2016	\$762,500.00
13.1	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	September 30, 2016	\$762,500.00
13.2	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	October 31, 2016	\$762,500.00
13.3	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	November 30, 2016	\$762,500.00

PaymentNo.	Description	DueDate	Amount
13.4	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	December 31, 2016	\$762,500.00
13.5	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	January 31, 2017	\$762,500.00
13.6	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	February 28, 2017	\$762,500.00
13.7	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	March 31, 2017	\$762,500.00
13.8	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	April 30, 2017	\$762,500.00
13.9	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	May 31, 2017	\$762,500.00
13.10	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	June 30, 2017	\$762,500.00
13.11	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	July 31, 2017	\$762,500.00
13.12	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	August 31, 2017	\$762,500.00

If HHSC disputes payment of an invoice for purposes of enforcing a remedy or obtaining set-off against payments due, HHSC may limit payments in accordance with Article 9 of the UTC. Payments are subject to the restrictions in Section 1.7.2, 2.9 and 2.10 of the RFP. HHSC reserves the right to recoup and overpayments, improper payments, unsupportable payments, or otherwise do not meet the requirements of the Contract. TPCN must repay HHSC any such recoupment within the timeframe specified by HHSC or, at HHSC's sole option, HHSC may offset the overpayment by reducing subsequent payment(s) to TPCN by such amount.

TPCN must obtain HHSC's prior written approval for any fund transfers among approved budget categories that will singularly or cumulatively exceed ten percent (10%) of the total contract budget. TPCN must ensure that any budget revision is in compliance with the terms and conditions of this Contract, is for allowable expenses only, and does not change the scope of this Contract.

Health & Human Services Commission

Purchase Order

Dispatch via Print

Payment Terms Net 30	Freight Terms FOB Dest. Prepaid & All	Ship Via BEST WAY	Purchase Order 52900-7-0000094898
If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.			Date 09/01/2016
All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.			Revision 1
			Ship To: Community Service Administrati HEALTH & HUMAN SERVICES COMMISSION 909 W 45th St PO Box 12668 Austin TX 78751 United States

Vendor: 1760802397
TEXAS PREGNANCY CARE NETWORK
1101 S CAPITAL OF TEXAS HWY
STE K250
WEST LAKE HILLS TX 78730-5115

Bill To: Health & Human Services Commission
Mail Code: 3500
4900 N. Lamar Blvd, 5th Floor
Austin TX 78751
United States

Purchaser: Marshall, Carol Beth (PCS 512-406-2476

Line-Sch	Inventory Item ID - Line Description	Class-Item	Quantity UOM	PO Price	Extended Amt	Due Date
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- a. chap. 531, Chapter 2155.144 TGC, as amended, and any administrative rules adopted thereunder;
- b. 1 T.A.C. Chapt. 391;
- c. General Appropriations Act, Senate Bill 1, 79th Legislature, Reg Session, 2005. Section 50 of the Special Provisions Relating to all Health and Human Services Agencies; and
- d. Any other pertinent provisions of federal or state law.

Contract Manager - Andrea.Costley@hhsc.state.tx.us
Phone - 512-206-5624
Final Destination Customer - Andrea.Costley@hhsc.state.tx.us
Phone - 512-206-5624
Agency Contact - Beth.Zahn@hhsc.state.tx.us
Phone - 512-206-5624
HHSC Purchaser: Carol Marshall, CTPM-carol.marshall2@hhsc.state.tx.us
Phone: 512-406-2476

Justification/Comments: This contract is for the program and administration of the Alternative to Abortion - a statewide program for females focused on pregnancy support services that promote childbirth.

Contract Number: 529-16-0004-00001
TIN: 17608023978
Service Dates: 09/1/2016-09/31/2017

Total contract amount is \$9,150,000.00 - not to exceed \$762,500.00 per month for the months of September 1, 2016- August 31, 2017

Vendor: Texas Pregnancy Care Network

PO Bill To Information:

Health & Human Services Commission
Mail Code: 3500
4900 N. Lamar Blvd, 5th Floor
Austin, TX 78751
(512) 424-6518

Bill To Code: 3500

1- 1	Fulfill the terms of contract number: 529-16-0004-00001 From: 09/01/2016 through 08/31/2017	962-58	1.00LOT	9,150,000.00000	9,150,000.00	09/01/2016
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Schedule Total

9,150,000.00

Contract ID: 529-16-0004-00001

Contract Line: 0

Release: 2

Health & Human Services Commission

Purchase Order

Dispatch via Print

Payment Terms Net 30	Freight Terms FOB Dest. Prepaid & All	Ship Via BEST WAY	Purchase Order 52900-7-0000094898
If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.			Date 09/01/2016
All shipments, shipping papers, invoicee, and correspondence must be identified with our Purchase Order Number.			Revision Page 2
			Ship To: Community Service Administration HEALTH & HUMAN SERVICES COMMISSION 909 W 45th St PO Box 12668 Austin TX 78751 United States

Vendor: 1760802397
TEXAS PREGNANCY CARE NETWORK
1101 S CAPITAL OF TEXAS HWY
STE K250
WEST LAKE HILLS TX 78730-5115

Bill To: Health & Human Services Commission
Mail Code: 3500
4900 N. Lamar Blvd, 5th Floor
Austin TX 78751
United States

Purchaser: Marshall, Carol Beth (PCS) 512-406-2476

Line-Sch	Inventory Item ID - Line Description	Class-Item	Quantity UOM	PO Price	Extended Amt	Due Date
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Item Total for Line 1 9,150,000.00

Total PO Amount 9,150,000.00

No substitutions or cancellations are permitted without prior approval by Health & Human Services Commission. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Health & Human Services Commission reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Overshipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Health & Human Services Commission and Contractor to attempt to resolve all disputes arising under the contract.

Unauthorized